



INTERAGENCY AGREEMENT
Between
WASHINGTON STATE PARKS AND RECREATION COMMISSION
And
WASHINGTON STATE DEPARTMENT OF NATURAL RESOURCES

AGREEMENT# IA 507-064

THIS AGREEMENT is made and entered into by and between the Washington State Parks and Recreation Commission, hereinafter referred to as "PARKS," and Washington State Department of Natural Resources, hereinafter referred to as the "CONTRACTOR".

IT IS THE PURPOSE OF THIS AGREEMENT to provide the professional expertise that does not exist within the limited staff availability of PARKS and that the CONTRACTOR can perform on a mutually beneficial basis.

THEREFORE, IT IS MUTUALLY AGREED THAT:

STATEMENT OF WORK

The CONTRACTOR shall furnish the necessary personnel, equipment, material, and/or services and otherwise do all things necessary for or incidental to the performance of the work set forth in **Exhibit "A"** attached hereto and incorporated herein.

PERIOD OF PERFORMANCE

Subject to its other provisions, the period of performance of this Agreement shall commence on the date signed by PARKS, and be completed as detailed in Exhibit "A", unless terminated sooner as provided herein. Agreement shall automatically expire on June 30, 2007, unless otherwise extended by amendment.

PAYMENT

Compensation for the work provided in accordance with this agreement has been established under the terms of RCW 39.34.130. The parties have estimated that the cost of accomplishing the work herein will not exceed **Ten Thousand and No/100ths Dollars (\$10,000.00)**. Payment for satisfactory performance of the work shall not exceed this amount unless the parties mutually agree to a higher amount prior to the commencement of any work which will cause the maximum payment to be exceeded. Compensation for services shall be based upon the actual expenses incurred by Contractor in the performance of the scope of work.

BILLING PROCEDURE

The CONTRACTOR shall submit invoices no more often than monthly. Payment to the CONTRACTOR for approved and completed work will be made by warrant or account transfer by PARKS within 30 days of receipt of the invoice. Upon expiration of the contract, any claim for payment not already made shall be submitted within 30 days after the expiration date or the end of the fiscal year, whichever is earlier.

RECORDS MAINTENANCE

The parties to this contract shall each maintain books, records, documents and other evidence which sufficiently and properly reflect all direct and indirect costs expended by either party in the performance of the services described herein. These records shall be subject to inspection, review or audit by personnel of both parties, other personnel duly authorized by either party, the Office of the State Auditor, and federal officials so authorized by law. All books, records, documents, and other material relevant to this Agreement will be retained for six years after expiration and the Office of the State Auditor, federal auditors, and any persons duly authorized by the parties shall have full access and the right to examine any of these materials during this period.

Records and other documents, in any medium, furnished by one party to this agreement to the other party, will remain the property of the furnishing party, unless otherwise agreed. The receiving party will not disclose or make available this material to any third parties without first giving notice to the furnishing party and giving it a reasonable opportunity to respond. Each party will utilize reasonable security procedures and protections to assure that records and documents provided by the other party are not erroneously disclosed to third parties.

RIGHTS IN DATA

Unless otherwise provided, data which originates from this Agreement shall be "works for hire" as defined by the U.S. Copyright Act of 1976 and shall be owned by PARKS. Data shall include, but not be limited to, reports, documents, pamphlets, advertisements, books magazines, surveys, studies, computer programs, films, tapes, and/or sound reproductions. Ownership includes the right to copyright, patent, register, and the ability to transfer these rights.

INDEPENDENT CAPACITY

The employees or agents of each party who are engaged in the performance of this Agreement shall continue to be employees or agents of that party and shall not be considered for any purpose to be employees or agents of the other party.

AGREEMENT ALTERATIONS AND AMENDMENTS

This agreement may be amended by mutual agreement of the parties. Such amendments shall not be binding unless they are in writing and signed by personnel authorized to bind each of the parties.

TERMINATION

Either party may terminate this Agreement upon 30 days' prior written notification to the other party. If this Agreement is so terminated, the parties shall be liable only for performance rendered or costs incurred in accordance with the terms of this Agreement prior to the effective date of termination.

TERMINATION FOR CAUSE

If for any cause, either party does not fulfill in a timely and proper manner its obligations under this Agreement, or if either party violates any of these terms and conditions, the aggrieved party will give the other party written notice of such failure or violation. The responsible party will be given the opportunity to correct the violation or failure within 15 working days. If failure or violation is not corrected, this Agreement may be terminated immediately by written notice of the aggrieved party to the other.

DISPUTES

In the event that a dispute arises under this Agreement, it shall be determined by a Dispute Board in the following manner: Each party to this agreement shall appoint one member to the Dispute Board. The members so appointed shall jointly appoint an additional member to the Dispute Board. The Dispute Board shall review the facts, contract terms and applicable statutes and rules and make a determination of the dispute. The determination of the Dispute Board shall be final and binding on the parties hereto. As an alternative to this process, either of the parties may request intervention by the Governor, as provided by RCW 43.17.330, in which event the Governor's process will control.

GOVERNANCE

This contract is entered into pursuant to and under the authority granted by the laws of the state of Washington and any applicable federal laws. The provisions of this agreement shall be construed to conform to those laws.

In the event of an inconsistency in the terms of this Agreement, or between its terms and any applicable statute or rule, the inconsistency shall be resolved by giving precedence in the following order:

- a. applicable state and federal statutes and rules;
- b. statement of work; and
- c. any other provisions of the agreement, including materials incorporated by reference.

ASSIGNMENT

The work to be provided under this Agreement, and any claim arising thereunder, is not assignable or delegable by either party in whole or in part, without the express prior written consent of the other party, which consent shall not be unreasonably withheld.

WAIVER

A failure by either party to exercise its rights under this agreement shall not preclude that party from subsequent exercise of such rights and shall not constitute a waiver of any other rights under this Agreement unless stated to be such in a writing signed by an authorized representative of the party and attached to the original Agreement.

SEVERABILITY

If any provision of this Agreement or any provision of any document incorporated by reference shall be held invalid, such invalidity shall not affect the other provisions of this Agreement which can be given effect without the invalid provision, if such remainder conforms to the requirements of applicable law and the fundamental purpose of this agreement, and to this end the provisions of this Agreement are declared to be severable.

ALL WRITINGS CONTAINED HEREIN

This Agreement contains all the terms and conditions agreed upon by the parties. No other understandings, oral or otherwise, regarding the subject matter of this Agreement shall be deemed to exist or to bind any of the parties hereto.

PROJECT MANAGEMENT

The project representative for each of the parties shall be responsible for and shall be the contact person for all communications and billings regarding the performance of this Agreement.

The Project Representative for CONTRACTOR is: Lisa Hallock, Herpetologist, DNR

The Project Representative for PARKS is: Rob Fimbel, Chief, Natural Resources Stewardship, WSPRC

IN WITNESS WHEREOF, the parties have executed this Agreement.

**Washington State Parks and
Recreation Commission**

**Washington State Department of Natural
Resources, Natural Heritage Program**

By: _____

By: _____

Title: Deputy Director, WSPRC

Title: _____

Date: _____

Date: _____

Approved As To Form:
Mark Schumock
Asst. Attorney General
02/20/05

Exhibit "A"
Scope of Work
IA 507-064

The Natural Heritage Program of the Department of Natural Resources (DNR) will survey for rare and declining amphibian and reptile species at select Washington State Parks in 2006 for the Washington State Parks and Recreation Commission (WSPRC).

Initial proposed parks and target species are listed in Table 1. Specific survey sites within these parks will be identified through consultation between Washington State Parks personnel and Natural Heritage Program herpetologist, Lisa Hallock. Fieldwork will be accomplished in approximately 21 (twenty-one) days including travel to and from the sites. An additional 10 (ten) days will be required to prepare for fieldwork, enter data, and complete reports.

Changes to this agreement can only be made in writing, if agreed to by both WSPRC project representative, Robert Fimbel and DNR herpetologist, Lisa Hallock.

Preparation for fieldwork will include (1) filling out a Washington State Parks permit, (2) contacting park personnel about surveys, (3) locating surveys areas and (4) preparing field maps.

Data entry will include entry into Arcview 3.1 of all amphibians and reptiles observed during surveys. This information will be provided to Washington State Parks and Washington Department of Fish and Wildlife for inclusion in databases.

A brief report will be prepared for each park surveyed. Text will include (1) park name, (2) survey date(s), (3) survey goal, (4) survey duration, (5) weather conditions, (6) methods, (7) results, (8) discussion of significant findings, (9) management recommendations, (10) recommendations for additional survey work and (11) figure(s) showing survey area and locations of observed amphibians and reptiles. Figures will be generated using Arcview 3.1.

Deliverables:

A report for each park surveyed in both hard copy and digital form.

Fee & Time Estimates:

Proposed funding from Washington State Parks = \$10,000
Approximate time dedicated to the project:

Field preparation time:	2.5 days
Field surveys	21 days
Data management	2.5 days
Reports	5 days
Other	1 day
<u>Total</u>	<u>32 days</u>

Schedule:

DNR will start as soon as possible after contract is signed by both agencies. Field Surveys will be completed by November 2006. Final reports will be completed and delivered to WSPRC no later than March 31, 2007.

Payments:

Payment will be made upon receipt of a properly completed state invoice (A-19) not more than monthly after the start date of the project. Final payment will be only be made upon completion and receipt of an acceptable final report from DNR.

Rights in Data and Publication:

Deliverables shall be equally owned by both parties.

END OF SCOPE OF WORK
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Table 1

State Parks for 2006 Rare and Declining Amphibian and Reptile Surveys

Park	Target Species	Target Habitat	Tentative date	Survey Justification
Millersylvania	Oregon Spotted Frog	Seasonally flooded wetland edges	Week of March 6th	No systematic surveys have been conducted at park for this State Endangered and Fed. Candidate species. Park is within species range and near extant populations. Management issues for protecting and maintaining habitat.
Saltwater	General amphibian inventory	Wetland, ponds, streams	Week of March 6	Park located in urban area. Few records in WDFW herp database. Baseline information needed.
St. Edward	General amphibian inventory	Streams, wetlands, ponds	Week of March 6	Park located in urban area. Few records in WDFW herp database. Baseline information needed. Lake Forest Park has Giant Salamanders.
Twanoh	General amphibian survey	Wetlands, ponds, streams	13, 14 March	No amphibian records in WDFW herp database, few amphibian records from area
Ike Kinswa	Van Dyke's Salamander	Forested steams, primarily small streams, seeps - headwaters	3 April	WA State Endemic with patchy distribution. Management issues of protecting streams from sediment inputs, structural changes, and temperature alterations.
Yakima Sportsman Park	Sharptail Snake	Downed woody debris, rocky areas	10 April	We are still trying to determine the status of this small, secretive snake. Recent observations in general vicinity. Species may cluster during the breeding season and these areas may be of management concern.
Potholes	Leopard Frogs Sagebrush Lizards Dune Inventory	Ponds, active sand dunes	18-19 April	Will consult with Steve Germaine (WDFW) to see what ponds on park property need to be surveyed for Leopard Frogs. Sand dune surveys for Sagebrush Lizards and Inland dune inventory
Daroga	Sagebrush Lizard, dune habitat	Sand dune/sandy habitat	9 May	Based on ortho photos, this park may have remnants of sand dunes.
Lincoln Rock	Sagebrush Lizard,	Sand dune/	9 May	Based on ortho photos, this park may have remnants of sand

	dune habitat	sandy habitat		dunes.
Sea Quest	Western Toad, stream breeding amphibians	Lakes, wetlands, ponds, forested head waters and small streams	22 May	1919 record of Western Toads in Silver Lake. This species has declined dramatically in many areas. Anecdotal reports indicate fidelity to oviposition sites. If present, streams should be surveyed for stream breeding species – giant salamanders, Cascade torrent salamander, tailed frog and Van Dyke's Salamander
Elbow Lake and/or Nisqually Mashel State Park	Western Toad	Lakes, ponds, wetlands and still water edges of creeks	5 June	Western Toads have declined dramatically in some areas of WA and in other western states. Identification of breeding sites is important for determining status and monitoring populations. Anecdotal reports indicate fidelity to oviposition sites.
Green River	Western Toad	Lakes, ponds, wetlands and still water edges of creeks	12 June	Western Toads have declined dramatically in some areas of WA and in other western states. Identification of breeding sites is important for determining status and monitoring populations. Anecdotal reports indicate fidelity to oviposition sites.
Lake Easton	Western Toad, Larch Mountain Salamander?	Lake, ponds for toads, upland mature forest, rock sites for salamander	15 or 16 June	Larch Mountain Salamanders have been found in the general vicinity and would be of management concern if they occur in the park. More information is needed to determine if habitat is appropriate.
Anderson Lake (& Twanah)	Western Toad	Lake, ponds	28 April (26 June)	Western Toads documented at lake in 2002. Important to locate oviposition sites. Anecdotal reports indicate fidelity to oviposition sites.
Ginkgo	Striped Whipsnake	Rocky outcrops	16-17 October	Little is known about the current status or distribution of this species in Washington. Gary Lentz, former park ranger, has documented this species in the past at Ginkgo but there are no recent records. I will attempt to locate sites where the species overwinters (hibernacula). Protection of these sites is important for protecting the species.
Sun Lakes / Lake Lenore	Striped Whipsnake	Rocky outcrops	23 October	I will attempt to locate overwintering areas. Protection of these sites is important for protecting the species.